

Pocahontas Area CSD Pocahontas EA

7/1/2006 6/30/2007

**POCAHONTAS AREA
COMMUNITY SCHOOL**

**MASTER CONTRACT
2006-2007**

This contract has been entered into by the Board of Education of the Pocahontas Area Community School District and the Pocahontas Area Education Association of the Pocahontas Area Community School. Contract agreement is for the 2006-2007 school year.

POCAHONTAS AREA COMMUNITY BOARD OF EDUCATION

Darwin Eaton

Dan Duitscher

Jeff Kerns

Jody Lyon

Tom Nedved

John Behrendsen

Raymond Seehusen

MEMBERS OF NEGOTIATION TEAMS

Pocahontas Area Education Association:

Wayne Suntken
Kyle Hornor
Melissa Davis
Kevin Stumpf
Sheldon Youngberg

Pocahontas Board of Education:

Joseph Kramer
Raymond Seehusen
John Behrendsen
Darwin Eaton
Andy Woiwood

ARTICLE 1: PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing quality education for the students of the Pocahontas Area Community School District is their mutual desire.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

-----Area I -----
Basic Agreement Provisions

ARTICLE 2: RECOGNITION

A. UNIT

The Board hereby recognizes the Pocahontas Area Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (case No. 396:) issued by the PERB on the 4th day of November, 1975, for all regularly employed certified personnel under written contract, as defined below, employed or to be employed by the Board of Education of the Pocahontas Area Community School District. Such representative shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

Included: All Classroom Teacher (K-12), Title I Remedial Reading Teachers, Educationally Mentally Retarded (Special Education) Teachers, Guidance Counselors and Librarians (Media Specialists), School Nurses, and Learning Disabilities Teachers.

Excluded: Superintendent, all non-certified employees and all other employees excluded by Section of the Act.

B. DEFINITIONS

1. The term "Board", as used in this agreement, shall mean the Board of Education of the Pocahontas Area Community School District or its duly authorized representatives.

2. The term "Employee", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

3. The term "Association", as used in this agreement, shall mean the Pocahontas Area Education Association or its duly authorized representatives or agents.

ARTICLE 3: PROCEDURE FOR NEGOTIATIONS

A. Negotiation Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals and to reach tentative agreement on items being negotiated. Negotiations, including mediation, fact-finding and arbitration shall be conducted outside school hours at reasonable times and places.

B. Access to Information

The Board agrees to furnish the Association such information as is available to the general public.

ARTICLE 4: IMPASSE PROCEDURES

The Board and the Association agree to follow the impasse procedures as stated in the Iowa Code Chapter 20, Senate File 531, Sections, 19, 20, 21, and 22. Both parties may agree to use a mediator and/or arbitrator from the Federal Conciliation and Mediation Board of the National Labor Relations Board.

All costs of mediation, fact-finding and arbitration shall be borne equally by the Board and the Association, except the cost of any representatives of each party shall be borne by that party.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 1.

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of the occurrence or the teachers discovery thereof. All written grievance appeals and so forth shall be mailed to the members of the Board of Directors of the Pocahontas Area Community School District. All grievances will be submitted to arbitration within thirty (30) days after the last day of the school year provided, however, if the witness for the grievant and the Association, after reasonable time is given, fail to appear the grievance will be dismissed.

Section 2.

(a) Every teacher covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures.

(b) The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievances within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievances by the grieving teacher, Association or administration shall be conducted so as to result in no interference with or interruption whatsoever of the Instructional program and related work activities of the grieving teacher or the teaching staff. At the sole discretion of the Board, the grievance procedures may take place during the school day without loss of pay to the person grieving by their representative, except during the hearings before the arbitrator.

Section 3.

(a) First Step. - An attempt shall be made to resolve any grievance in informal verbal discussion between complainant or complaints and their designees and his or her principal. This must be completed within five (5) contract days unless it is necessary for a longer time due to extenuating circumstances.

-----AREA 1-----
Basic Agreement Provisions

(b) Second Step. - If the grievance cannot be resolved informally, the aggrieved teacher or teachers shall file the grievance in writing. The written grievance shall state the actual grievance, shall state the specific clause or clauses of the contract violations and shall state the remedy or remedies requested. The filing of the formal, written grievance at the second step must be within 15 contract days from the date of test occurrence or discovery by the teacher of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher, Association and the Superintendent within five (5) contract days after receipt of the grievance.

(c) Third Step. - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher or teachers shall file, within five (5) contract days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) contract days after such written grievance is filed, the aggrieved, their designee and the Superintendent shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) contract days of the third step grievance meeting and communicate it in writing to the teacher, the Association and the principal.

(d) Fourth Step. - If the grievance is not resolved satisfactorily at Step 3, There shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing a request on behalf of the Association and the grieving teacher to the Superintendent within 30 days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be mutually selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven days, the PERB Board will be requested to provide a panel of (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator will be binding on the parties. Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

The arbitrator in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning of application of the express language of the Agreement. All documents in regard to the processing of grievances shall be kept in a separate grievance file and shall not be filed in the teacher's personal file.

Section 4.

If the Association or any employee files a written grievance on any form other than Form D of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedures.

ARTICLE 6: EMPLOYEE RIGHTS

A. Rights and Protection in Representation

The Board, pursuant to Chapter 736A of the Code of Iowa and the Public Employment Relations Act of 1974, hereby agrees that every employee of the Board shall have the right to freely choose to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection.

B. Evaluation of Students

The employee shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Pocahontas Area Community School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without first consulting the teacher for his or her opinion but the final decision shall be by the Board or its designee.

ARTICLE 7: ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings, provided such use does not interfere with the instructional programs and any equipment including typewriters, mimeographing machines and other duplicating equipment, calculating machines, telephones, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, and long distance telephone expense, incidental to such use. The approval of the principal, or in his absence, the superintendent, of the building shall be obtained prior to said use and said use shall not be unreasonably refused.

B. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the district mail service and employee mailboxes for communications to employees

C. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. Information

The Board agrees to permit examination and reproduction by the Association, in response to reasonable request, all information concerning the financial resources of the district. The Board further agrees to permit examination and reproduction of all forms required by state agencies such as, but not limited to the Department of Education and the State Comptroller.

ARTICLE 8: MISCELLANEOUS PAYROLL DEDUCTIONS
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Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, health insurance, professional dues, or any other plans or programs jointly approved by the Association and the Board. If any change in these deductions is to be made, the employee shall give 30 days written notice.

ARTICLE 9: COMPLIANCE CLAUSES AND DURATION

A. Separability

Should an article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter by certified mail at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to the Board at: *202 1st Ave. S.W., Pocahontas, IA 50574*
2. If by Board, To Association at: *203 3rd Ave. NW, Pocahontas, IA 50574*

C. Duration Period

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.

D. Reopening Clause

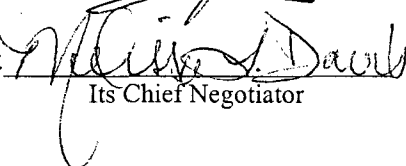
If in the contract period the District receives additional unearmarked state funds as allowable growth, or if in the contract period additional funds are made available to the District due to increase in student enrollment or an earmarked lump sum allocation from the state, fifty percent of such funds in excess of \$10,000, shall be used to increase the base salary as indicated in the following formula: base salary - new funds (as defined in this section) + sum of indices of salary schedule.

E. Signature Clause

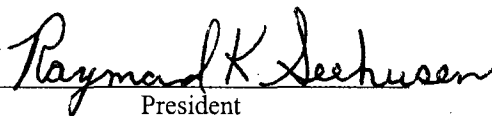
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 8th day of May, 2006.

POCAHONTAS AREA
EDUCATION ASSOCIATION

BY: 
President

BY: 
Its Chief Negotiator

BOARD OF EDUCATION POCAHONTAS
AREA COMMUNITY SCHOOL

BY: 
President

BY: 
Its Chief Negotiator

ARTICLE 1: WAGES & SALARIES
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A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule B which is attached hereto and made a part hereof.

B. Place on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any employee hired prior to December 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Credit on the employee Salary Schedule shall be given to new employees for previous outside teaching experience in a duly accredited school upon initial employment at the discretion of the Board.

For the 1993-1994 school year exclusively, employees listed on Schedule D shall be placed on the salary schedule in their proper lane, and be given credit for years of experience accumulated through 1991-92. Following the 1993-94 school year the employees listed on Schedule D will be allowed to advance vertically one step for each year of experience in the new district.

All new PAC employees with no teaching experience will be placed on step two of the salary schedule and will continue to move up a step each year of service in the PAC School District.

3. Returning the District

Any employee with previous teaching experience in the Pocahontas Community School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

For the 1993-94 school year exclusively, employees who have earned the right to move from one educational lane to a higher educational lane according to Area II, Article 1 Section C, paragraph 2 of this contract, and who are at the highest step of the lower educational lane, may not move to a higher step on the higher educational lane.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional graduate educational credit and submit a request form E of this agreement with the Superintendent or business manager no later than 10 days after the beginning of each semester and pay adjustments shall be retroactive to the beginning of the same semester.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in 12 equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days unless other designated by the teacher.

2. Exceptions

(a) When a pay date falls on or during a school holiday, vacation or weekend employees shall receive their pay checks on the last previous working day.

(b) Employees who are new in the teaching profession may, at their option elect to receive up to 25% of the first salary installment after completion of the first 5 work days of employment.

-----AREA II-----
Salary & Benefits

3. Final Pay

Any employee who has terminated employment shall have the option of receiving all or any part of his earned, contracted salary on the last pay period of the in-school work year.

4. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. Extra Assignment and Extended Contract Rule

The salary schedule is based upon the regular school calendar and the normal teaching day as set forth in the agreement.

F. Longevity Pay

Employees listed on Schedule E who are on the highest step of their respective lane on the 1992-1993 salary schedule, will have five hundred dollars (\$500.00) added to their 1992-1993 salary beginning with the 1993-1994 school year. This original five hundred dollars (\$500.00) shall be considered longevity pay and shall remain a part of the employees listed on Schedule E salary as long as he/she is under contract of said school district.

An annual longevity payment of \$450 shall be made to persons who (1) are on the BA+10 educational lane, step 18; are on the BA+20 educational lane step 19; are on the BA+30 educational lane step 20; are on the MA educational lane, step 21 or on the MA+15 educational lane step 21; for one (1) year, and (2) have been employed by the District for five (5) consecutive years.

ARTICLE 2: SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that all extra-curricular activities are official school sponsored activities covered by school insurance.

-----AREA II-----
Salary & Benefits

2. Rate of Pay

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule C, which is attached hereto and made a part hereof.

B. Expenses of Traveling Employees

1. Staff shall be reimbursed for required travel due to conducting school business at a rate no lower than as provided for all employees in board policy.

ARTICLE 3: INSURANCE

1. The Board agrees to provide all employees full paid Blue Cross-Blue Shield Health Insurance protection that meets the standards of the "Iowa Best" policy that is currently in effect.

If an employee voluntarily elects to choose another less expensive policy offered by Blue Cross-Blue Shield, the Board will also pay in full, the cost of that policy. The employee also maintains the right on an annual basis to revert back to the "Iowa Best" policy.

The Board will contribute \$175 per month towards each family policy.

2. Workers' Compensation

Each employee shall be covered by workers' compensation paid for by the Board.

3. School Liability

All employees shall be covered by a school financed liability insurance covering job-related performance of duties.

4. Descriptions

The Board shall have the insurance carrier provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board shall have the carrier provide insurance information in the form of applications and enrollment meetings.

-----AREA II-----
Salary & Benefits

5. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

6. Disability

Each employee shall be covered by a long-term disability insurance program, fully paid for by the Board, that provides the following benefits. Benefits shall be based upon a 180 day elimination period and continue at 67% (percent) to age 65 (sickness) or life time for accident.

a)	Primary Social Security Offset:	Primary/Dependents
b)	Recurrent disability Clause:	3 months
c)	Maternity Benefits:	Yes
d)	Limited Job Definition:	24 Months
e)	Inflation Control:	12 Months
f)	Maximum Monthly Benefits:	\$2,500,000.
g)	Benefit Percent:	67%
h)	Elimination Period:	180 Days
i)	Survivor Benefits:	3 Months
j)	Rehabilitation Clauses:	50% Offset
k)	No Exclusions	
l)	No Pre-Existing Conditions	
m)	No Waiting Period	

7. Dental Insurance

Dental insurance shall be available at the employees' expense, if all requirements have been met according to insurance carrier's qualifications.

SCHEDULE C

1. \$21,675 Base
2. Add to Schedule C; extra duty pay for the following: \$7.50 per event over three (3) duties for varsity and junior varsity competition. If an employee works an event of more than five (5) hours, reimbursement will be \$10.00 per event.
 - A. Timer
 - B. Bookkeeper
 - C. Scorer
 - D. Line Judges
 - E. Ticket Takers
 - F. Ticket Sellers

The above would include the following sports:

- A. Basketball
 - B. Football
 - C. Volleyball
 - D. Wrestling
3. Add to Schedule C, extra-duty pay for the following: (\$10.00 per event)
 - A. Supervising Pep Bus
 - B. Supervising Dances
4. Add to Schedule C, extra-duty pay for the following:
 - A. Junior High Student Council Sponsor - \$100.00
 - B. Junior High Cheerleading Sponsor - \$250.00
 - C. Weight Room Supervision - \$1800.00
Weight Room supervisors will submit a record of their hours supervising the weight room to the Board Manager. Combined supervised hours must equal 150 hours minimum.

Pocahontas Area Community School
2006-2007
Salary Schedule

	\$21,675		SCHEDULE B		2006-2007	
STEP	BA	BA +10	BA + 20	BA + 30	MA	MA + 15
0	1.00	1.03	1.07	1.11	1.15	1.20
	\$21,675	\$22,325	\$23,192	\$24,059	\$24,926	\$26,010
1	1.03	1.06	1.1	1.14	1.18	1.23
	\$22,325	\$22,976	\$23,843	\$24,710	\$25,577	\$26,660
2	1.06	1.09	1.13	1.17	1.21	1.26
	\$22,976	\$23,626	\$24,493	\$25,360	\$26,227	\$27,311
3	1.1	1.13	1.17	1.21	1.25	1.3
	\$23,843	\$24,493	\$25,360	\$26,227	\$27,094	\$28,178
4	1.14	1.17	1.21	1.25	1.29	1.34
	\$24,710	\$25,360	\$26,227	\$27,094	\$27,961	\$29,045
5	1.18	1.21	1.25	1.29	1.33	1.38
	\$25,577	\$26,227	\$27,094	\$27,961	\$28,828	\$29,912
6	1.22	1.25	1.29	1.33	1.37	1.42
	\$26,444	\$27,094	\$27,961	\$28,828	\$29,695	\$30,779
7	1.26	1.29	1.33	1.37	1.41	1.46
	\$27,311	\$27,961	\$28,828	\$29,695	\$30,562	\$31,646
8	1.3	1.33	1.37	1.41	1.45	1.5
	\$28,178	\$28,828	\$29,695	\$30,562	\$31,429	\$32,513
9	1.35	1.38	1.42	1.46	1.5	1.55
	\$29,261	\$29,912	\$30,779	\$31,646	\$32,513	\$33,596
10	1.4	1.43	1.47	1.51	1.55	1.6
	\$30,345	\$30,995	\$31,862	\$32,729	\$33,596	\$34,680
11	1.45	1.485	1.525	1.565	1.605	1.655
	\$31,429	\$32,187	\$33,054	\$33,921	\$34,788	\$35,872
12	1.5	1.535	1.58	1.62	1.66	1.71
	\$32,513	\$33,271	\$34,247	\$35,114	\$35,981	\$37,064
13	1.55	1.585	1.63	1.675	1.715	1.765
	\$33,596	\$34,355	\$35,330	\$36,306	\$37,173	\$38,256
14	1.6	1.635	1.68	1.725	1.77	1.82
	\$34,680	\$35,439	\$36,414	\$37,389	\$38,365	\$39,449
15	1.625	1.685	1.73	1.775	1.82	1.87
	\$35,222	\$36,522	\$37,498	\$38,473	\$39,449	\$40,532
16	1.65	1.71	1.78	1.825	1.87	1.92
	\$35,764	\$37,064	\$38,582	\$39,557	\$40,532	\$41,616
17	1.675	1.735	1.805	1.875	1.92	1.97
	\$36,306	\$37,606	\$39,123	\$40,641	\$41,616	\$42,700
18		1.76	1.83	1.9	1.97	2.02
		\$38,148	\$39,665	\$41,183	\$42,700	\$43,784
19			1.855	1.925	1.995	2.045
			\$40,207	\$41,724	\$43,242	\$44,325
20				1.95	2.02	2.07
				\$42,266	\$43,784	\$44,867
21					2.045	2.095
					\$44,325	\$45,409

-----AREA II-----
Salary & Benefits

SCHEDULE D:

Terrie Allen
Sharyn Cook
Sarah Freeburg
Shari Nesbitt
Rae Jean Nuehring
DeAnn Sindergard
Shelley Stumpf
Kevin Stumpf
Jane Schott
Gary Vrba

SCHEDULE E:

Nancy Clark
Merry Crotty
Arlene DeWall
Donna DeWall
Cathy Hoag
Tim Magill
Phyllis Malecek
Judy Shimon
William Strack

-----AREA II-----
Salary & Benefits

ADDENDUM F:

Addendum F will be added to the 2005-2006 Master Contract for one year only. This addendum applies to staff members employed by the Pocahontas Area Community Schools during the 2004-2005 school year, and whose placement on the salary schedule for the school year 2005-2006 plus Phase I, Phase II, Supplemental Phase I, and Teacher Compensation is equal to the \$24,500 minimum. Those staff members that meet this criterion will receive the amount necessary to increase their salary to \$25,000.

Any staff member who moves horizontally on Schedule B will receive the salary according to Schedule B or \$25,000, whichever is greater.

Addendum F will be added to the 2005-2006 Master Contract for one year only. This addendum applies to staff members employed by the Pocahontas Area Community Schools during the 2004-2005 school year, and whose placement on the salary schedule for the school year 2005-2006 plus Phase I, Phase II, Supplemental Phase I, and Teacher Compensation is equal to the \$26,500 minimum. Those staff members that meet this criterion will receive the amount necessary to increase their salary to \$27,000.

Any staff member who moves horizontally on Schedule B will receive the salary according to Schedule B or \$27,000, whichever is greater.

ARTICLE 1: SICK LEAVE

A. Accumulative Benefits

As of the 2006-2007 year, all employees shall be entitled to the following sick leave:

First Year	10 days
Second Year	11 days
Third Year	12 days
Fourth Year	13 days
Fifth Year	14 days
Sixth Year	15 days

Unused sick leave days shall be accumulated from year to year to a maximum of 120 days. Maternity leave is considered part of sick leave. A teacher may use his or her sick leave benefits for the caring of an ill member of his or her immediate family, to be defined as spouse and children and parents, and/or legal guardians, brothers and sisters upon approval of the principal.

Sickness or illness under this provision shall not be construed to mean routine appointments for dental or medical checkups.

B. Notification of Accumulation

Employees shall be given a copy of a written account of accumulated sick leave days no later than September 30th of each school year.

C. Extended Leave

An employee who is unable to work because of personal illness or disability, or illness, disability or death of a member of his immediate family, and who has exhausted sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the employee at the sole discretion of the Board. The Board agrees to continue group medical insurance coverage for the duration of said leave.

ARTICLE 2: TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

At the beginning of the 2006-2007 school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year.

1. Personal

A certificated employee shall be granted two (2) days leave of absence, accumulative to three (3) days, for personal reasons known only to the employee. Personal leave requires three days' written notice. The exception will be if personal leave is used for bereavement leave. If personal leave days are not used, employee will be paid \$50 for each day not used or the employee may elect to carry forward up to one personal leave day to the next year; however, the maximum personal days will be limited to three (3) in any one school year.

Personal leave will not be granted on parent-teacher conference days. Personal leave will be limited to the first three employees who make written application.

2. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed in any judicial proceeding shall be provided such time.

3. Association

Up to four (4) days shall be available for representative of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations.

4. Professional

Each faculty member shall be credited with one (1) contract day of professional leave for professional conferences or visitations that are applicable to the teaching and extra-curricular duties of said teacher. Additional days may be granted at the discretion of the administration.

-----AREA III-----
Leaves

5. Bereavement

Up to five (5) days of leave shall be granted at any one time in the event of death of an employee's spouse, son, daughter, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other member of the immediate household. Employees shall be granted up to one (1) day in the event of death of a friend or relative outside of the employee's immediate family as defined above. Travel days could be granted by superintendent at his/her discretion due to excessive distance.

6. Emergency

Emergency leave is for the 2006-2007 school year only and is granted only by the Superintendent of Schools and shall be for reasons not anticipated by the employee, but shall not be granted for situations covered in other leave provisions. Such leave may, if necessary, be granted after the fact. This leave should be regarded only as emergency and should not be construed as a personal day.

B. Unpaid Leave

Other temporary leaves of absence without pay may be granted when applied for in writing and at the sole discretion of the superintendent.

C. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

D. Family Medical Leave Act

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

E. Temporary Leave of Absence

In the school year that an employee declares their retirement, the employee will receive one (1) day of personal leave for every 60 days of unused accumulated sick leave up to two (2) days. The leave can be used at the discretion of the employee, provided the employee notifies his or her principal at least three (3) days in advance.

ARTICLE 1: EMPLOYEE HOURS AND LOAD

A. Workday

Arrival and Dismissal Time

No employee shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' day and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day, except on Fridays which shall be fifteen (15) minutes after the close of the pupils' day.

On days preceding holidays or vacation, the employees' day shall end at the close of the pupils' day. Employees may leave the building at the end of the pupils' school day for the purpose of attending college classes to further their education, attend school functions, and keep doctor or dental appointments that cannot be scheduled later in the day if the time lost is made up before school or the next day before or after the teachers' school day. Employees utilizing this opportunity to leave shall notify the principal of such fact before leaving. Other requests to leave early will be acted upon at the sole discretion of the principal.

B. Lunch Periods

Employees may leave the building with permission of the principal during their scheduled duty-free lunch periods and during their preparation time. Employees shall advise the principal of destination. If principal is unavailable, employees may leave upon notifying the principal's office of destination.

ARTICLE 2: EMPLOYMENT AND ASSIGNMENTS

Each employee shall be given written notice of his or salary schedule placement, extra duties and tentative class or subject assignments for the forthcoming year with his personal teaching contract. A specific class or subject assignment shall be given to each individual before the close of the school year. In the event his class or subject assignments are going to change after the last notice, the employee will be notified in writing before the opening of the forthcoming year.

If these assignments do not meet with the employee's approval, he or she shall have the right to resign within a week without repercussions.

ARTICLE 3: REDUCTION OR REALIGNMENT OF STAFF

A. Coverage

All employees under this agreement.

B. Reduction in Staff Procedures

When, in the judgment of the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff among teachers, the Administration shall attempt to accomplish the same by non-replacement of staff turnover. In event necessary reduction in staff cannot be adequately accomplished by non-replacement of staff turnover given the necessity to hire and/or maintain the most competent and qualified staff available in the interest of perpetuating the highest quality education program possible, the Administration shall base its decision as to the resulting contract renewals on the relative skill, ability, competence and qualifications of available teachers to do the available work. If a choice must be made between two or more teachers of equal skill, ability, competence and qualifications to do the available work, contract renewals will be given to the teacher(s) with the greater continuous length of service in the district.

It is understood that in determining the available teachers to do available work consideration shall be limited to administrative units and departments. The administrative units shall be Pre-Kindergarten-5, 6-8, and 9-12. Within the administrative units the teachers shall be considered within academic departments, if any, such as math, science, social studies, or specialized areas (Special Ed., Title I, Reading Recovery, etc). If a teacher teaches in more than one department or has extra duty assignments, these additional assignments shall be considered as part of that teacher's skill, ability, competence and qualifications. Length of service in the district shall be computed from the date the employee signed his/her individual contract. Length of service in the district for employees who are employed on less than full time contract will be prorated.

C. Recall Rights

Any employee laid off pursuant to the policy shall have recall rights to the same positions for one year from the effective day of his/her layoff.

D. Notification

The Administration shall provide written notice to each employee who may possibly be affected by reduction or realignment no later than March 31st preceding each school year. Such notice shall include written reason or reasons for reduction or realignment of staff.

E. Benefits

Any employee reemployed by exercising his recall rights shall not be reduced in salary, related benefits, and experience.

F. Resignations and Terminations

Any employee who resigns upon request for reasons of staff reduction or realignment, or is laid off for the same reasons, shall be accorded the recall rights provided by this policy unless specifically waived in writing.

G. Vacancies

Upon knowledge of a vacancy or vacancies or in the event that a new position be created, the Superintendent shall post in all buildings a list of vacancies which occur during the school year and for the following year. Such notice shall be posted for at least ten days.

ARTICLE 4: HEALTH PROVISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable diseases. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within 30 days of commencing employment attesting to the employee's physical fitness. The cost of such examination shall rest with the employee. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee and the Board shall pay the costs of such examination. Each new employee shall be advised in writing of physical examination requirement at the time of employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirements.

B. Physical Fitness - Continuing Employees

When continuing employees are required to provide evidence of physical fitness to perform duties assigned, and freedom from communicable disease, the entire cost of such examination shall rest with the Board. The Board shall prescribe the form to be used for said examination and the Board shall determine the extent of examination required.

ARTICLE 5: SAFETY PROVISIONS

A. Use of Reasonable Force

An employee may, within the scope of his employment and pursuant to existing Board policy, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

B. Legal Action Against An Employee

Whenever any civil legal action, within the scope of the Board's liability insurance is brought against an employee resulting from the performance of assigned duties, within the scope of his employment and pursuant to Board policy, the Board shall provide the employee with defense and indemnification.

ARTICLE 1: EMPLOYEE EVALUATION

- A. The classroom teaching performance of regular full-time first and second year classroom teachers shall be formally evaluated a minimum of twice each school year. Beyond their second year of service, classroom teachers will be formally evaluated at least once a year.
- B. Within six (6) weeks after the beginning of each school year teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.
- C. Results of the minimum number of formal classroom observations provided for in A, above, shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.
- D. The evaluator shall have a meeting with the teacher within five (5) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent. The evaluator will at this time give suggestions, in writing, for Improvement of the teaching skills that were evaluated at below average.
- E. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personal file.
- F. All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.
- G. This Article deals with but a single method of Teacher Evaluation, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of teachers by any other means whatsoever as deemed appropriate by the administration of the School District.
- H. All other evaluations of an employee shall be conducted with the full knowledge of the employee, and shall be initially for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques.
- I. Each employee shall have the right to review the contents of his personal file in the presence of the principal or superintendent.

PHASE II MONIES

I. Phase II monies shall be paid on the same distribution as that used in 1994-1995 with the provision that any reduction in Phase II receipts from anticipated receipts would automatically reduce Phase II dollar for dollar.

If in the 2006-2007 school year an amended finance formula replaces the current school finance formula and produces an amount less than the total of:

- 1) the Phase II
- 2) the formula funds from the previous year
- 3) the minimum state growth for the year at issue applied to the previous year

then the Phase II salary shall automatically be reduced on a dollar for dollar basis to reflect the dollars not received.

Phase II monies shall be paid to the teachers at the same time that regular salaries and supplemental salaries are paid.

IV. Unused Phase I funds received by the District for the 2006-2007 school year shall be rolled over into Phase II. In the event Phase I is repealed or funding is reduced or the amount used by the District increases, the amount rolled over into Phase II shall be reduced dollar for dollar.

V. All teachers who are teaching with certification based on less than a Bachelor's degree shall receive \$19,400 and shall be frozen there until they obtain a Bachelor's degree at which time they shall be placed on the regular salary on their proper step.

VI. Nurse to receive the same percent of increase.

Form D

**POCAHONTAS AREA COMMUNITY SCHOOL
WRITTEN GRIEVANCE REPORT**

Date Filed: _____

Building: _____

Name of Aggrieved Person: _____

Distribution of Form: 1. Association 2. Employee 3. Appropriate Supervisor 4. Superintendent

* * * * *

2ND STEP

A. Date Violation Occurred: _____

B. Section(s) of Contract or Policy Violated: _____

C. Statement of Grievance *

D. Relief Sought *

Signature: _____ Date: ____/____/____

E. Disposition by Principal or Immediate Supervisor:

Signature of Principal or Immediate Supervisor: _____ Date: ____/____/____

3RD STEP

A. Signature of Aggrieved Person: _____

B. Date Received by Superintendent: _____

C. Disposition by Superintendent or Designee:

Signature of Superintendent or Designee: _____ Date: ____/____/____

* * * * *

4TH STEP

A. Signature of Aggrieved Person: _____

Signature of Association President: _____

B. Date Submitted to Arbitration: _____

Date Received by Arbitrator: _____

C. Disposition and Award of Arbitrator*

Signature of Arbitrator: _____ Date: ____/____/____

* If additional space is needed, attach additional sheets.

FORM E: REQUEST FOR ADVANCEMENT ON SALARY SCHEDULE

**Pocahontas Area Community School District
Educational Lane Change Notification**

Area II: Salary & Benefits, Article 1: Wages & Salaries, Section C: Advancement of Salary Schedule, of the Master Contract, states the following:

“Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from educational lane to another, he shall file suitable evidence of additional graduate educational credit with the Superintendent or Business Manager no later than 10 days after the beginning of each semester and pay adjustments shall be retroactive to the beginning of the same semester.”

Teacher's Signature

Superintendent's Signature

Lane Change

Date

Please attach grade card or transcript to this form prior to submitting to Superintendent.